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Buying a Namesake.—Edward Gerrish, testator of the defendants, being informed by the father of the plaintiff that the latter expected the birth of a child in his family, promised to make a provision in his will for the child, should it happen that the child be a boy and that he be named for him, Edward Gerrish Gardner. The child was born, and, being a boy, was named after Mr. Gerrish according to the wishes of Mr. Gerrish, who shortly thereafter signed and delivered the following instrument to plaintiff's father:

"Jan. 23, 1901.

"I, Edward Gerrish, promise to place in trust for Joseph A. Gardner's youngest son, born Jan. 1, 1901, \$10,000, for naming his son after me.
Edward Gerrish Gardner."

Five years later Mr. Gerrish died, leaving no provision in his will for plaintiff, and this action is brought on behalf of the infant plaintiff to recover the \$10,000. The Supreme Judicial Court of Massachusetts decided that the privilege of naming a child is a valid consideration for a promise to pay money, and sustained exceptions to a directed verdict in favor of defendant, saying: "The child has a direct and immediate interest in his name, and is more affected by it than any one else." *Gardner v. Denison*, 105 *Northeastern Reporter*, 359.

Forgery That Is Not Forgery.—An instrument known as a "report of public school" was presented to the superintendent of public education of a Mississippi county, who issued a pay certificate to J. M. Moore for \$25. The certificate purported to be signed by Moore's daughter as assistant teacher and approved by the school trustees. The daughter had not taught school the length of time set out in the report and was not a regularly elected teacher. Moore was convicted of uttering a forged instrument. In *Moore v. State*, 65 *Southern*, 126, the Supreme Court of Mississippi held that to be a forgery the writing must be one which if genuine might injure another; that, even if the instrument had been in fact executed by the persons whose names were signed to it, it would confer no power on the county officials to pay any one any money as compensation for having taught school, as the only persons entitled to receive from the county superintendent of education a certificate for the payment of salary for teaching, not in a separate school district, are those elected teachers of the school by the trustees or appointed by the superintendent and with whom he has contracted for teaching under the statute; and that the fact that a pay certificate was issued by the superintendent when the report was presented to him was immaterial, as it conferred no power on him to do so. The judgment was reversed and defendant discharged.